LHR DOO
Broj: 080/21
Datum: 27.08. 2021. god.
BEOGRAD

AGREEMENT
UGOVOR
(OBW-2021-007)
for the works execution on the construction of bored piles on the project of the high-speed railway Novi Sad-Subotica-State border (Kelebija)

o izvođenju radova na izradi bušenih šipova na projektu brze pruge Novi Sad-Subotica-Državna granica (Kelebija)

contracted on _____ _____ between:
zaključen_____ _____.godine između:

CONTRACTING PARTIES:
UGOVORNIH STRANA:

1. **OBW GRADNJA DOO BEOGRAD - NOVI BEOGRAD**, Bulevar Mihaila Pupina Street no. 6, New Belgrade Tax Identification Number 111196714, registration number 21440302, represented by Director Hu Jiaming (hereinafter: the Client) on the one hand

   ***OBW GRADNJA DOO BEOGRAD - NOVI BEOGRAD**, ul. Bulevar Mihaila Pupina br. 6, Novi Beograd PIB 111196714, matični broj 21440302, koga zastupa direktor Hu Jiaming (u daljem tekstu: **Naručilac**) sa jedne strane,*

And
i

2. **LHR DOO BEOGRAD**, Tadije Sondermajera 10J, 11070 New Belgrade, Tax Identification Number 101686316, registration number 07555199, represented by Director Nenad Jokanović (hereinafter: the Contractor), on the other hand.

   ***LHR DOO BEOGRAD**, Tadije Sondermajera 10J, 11070 Novi Beograd, PIB 101686316, matični broj 07555199, koga zastupa direktor Nenad Jokanović (u daljem tekstu: **Izvođač**), sa druge strane.*

SUBJECT OF THE AGREEMENT:
PREDMET UGOVORA:

Article 1.
Član 1.

The subject of this Agreement is the production of **bored CFA piles Ø900 mm, test piles and testing at static test load up to 7000kN (for the facility at km 76 + 601.2) on the project of high speed Railway Novi Sad-Subotica-State border (Kelebija),** in accordance with the Contractor's Offer no. 201/21 from 18.08.2021. (hereinafter: the "Offer"), which is an appendix and an integral part of this Agreement (Attachment 1).

*Predmet ovog Ugovora je izrada **bušenih CFA šipova Ø900 mm, probnih šipova i ispitivanje pri statičkom probnom opterećenju do 7000kN (za objekat na km 76+601,2) na projektu brze pruge Novi Sad-Subotica-Državna granica (Kelebija)**, saglasno Ponudi Izvođača br. 201/21 od 18.08.2021.god. (u daljem tekstu: „Ponuda"), koja je prilog i sastavni deo ovog Ugovora **(Prilog 1).***

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The Contractor shall report all the above works from the accepted Offer in accordance with the provisions of the Law on Planning and Construction, professionally and qualitatively, according to technical regulations, standards, norms and rules of the profession that apply to this type of work, as well as instructions of the construction site Supervisor.

Izvođač radova će sve navedene radove iz usvojene Ponude, izvesti u skladu sa odredbama Zakona o planiranju i izgradnji, stručno i kvalitetno, prema tehničkim propisima, standardima, normativima i pravilima struke koji važe za ovu vrstu radova, kao i uputstvima nadzornog organa na gradilištu.

The Contractor is obliged to perform all works contracted by this agreement with its labor force, necessary tools, equipment and machinery within the deadline and according to the time schedule from Article 8. of this Agreement and according to the accepted Offer number P 201/21 from 18.08.2021.

Izvođač je obavezan da izvede sve radove koji su ovim ugovorom ugovoreni svojom radnom snagom, potrebnim alatom, opremom i mehanizacijom u roku i prema dinamici iz člana 8. ovog Ugovora a prema usvojenoj ponudi broj P 201/21 od 18.08.2021.godine.

VALUE OF WORKS:
VREDNOST RADOVA:

Article 2.
Član 2.

The Contractor reviewed all submitted technical documentation and geomechanical study for the mentioned works and therefore undertook to perform, complete all works and to eliminate any deficiencies that are the subject of this Agreement for the total cumulative amount from the accepted Contractor's Offer no. 201/21 from 18.08.2021. years from:

Izvođač radova je pregledao svu dostavljenu tehničku dokumentaciju i geomehanički elaborat za pomenute radove i stoga se obavezao da izvede, završi sve radove i da otkloni eventualne nedostatke koji su predmet ovog Ugovora za ukupan kumulativni iznos iz usvojene Ponude Izvođača br. 201/21 od 18.08.2021. godine od:

99.864,29 €
(in words: ninety-nine thousand eight hundred and sixty-four euros and 29/100)
(slovima: devedesetdevethiljadaosamstotinašezdesetčetirievra i 29/100)

The price does not include the corresponding VAT, which will be calculated and paid in accordance with the applicable Law on VAT.

U cenu nije uključen pripadajući PDV, koji će biti obračunat i plaćen u skladu sa važećim Zakonom o PDV-u.

Article 3.
Član 3.

The Contractor undertakes to perform all surplus works and unforeseen works.
Izvođač se obavezuje da izvede sve viškove i nepredviđene radove.

The Contractor undertakes to submit a request for the performance of unforeseen works to the Client before performing the unforeseen needs, and before performing them. The request must contain a bill of quantities and a pro forma invoice with unit prices, which will be primarily based on the already existing prices given in the basic agreement, if applicable.

Izvođač se obavezuje da po uočenoj potrebi za izvođenjem nepredviđenih radova, a pre izvođenja istih dostavi Naručiocu zahtev za izvođenje ovih radova. Zahtev mora sadržati predmer i predračun sa jediničnim cenama, koje će se prvenstveno bazirati na već postojećim cenama datim u osnovnom ugovoru ukoliko je to primenjivo.

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Prior to the commencement of unforeseen works, the contracting parties shall sign an annex to the basic agreement in writing.

Pre otpočinjanja nepredviđenih radova ugovorne strane će pisanim putem potpisati aneks osnovnog ugovora.

The price of works referred to in Article 2 of this Agreement does not include subsequent works.

U cenu radova iz člana 2. ovog Ugovora nisu uračunati naknadni radovi.

The Contractor is obliged to perform subsequent works upon the written order of the Client. Subsequent works are those works that are not necessary for the fulfillment of the Agreement, and the Client requests that they be performed. Subsequent works may be defined exclusively by the Client in writing. The Client shall previously approve the Contractor's offer for subsequent works and confirm it with an annex to the Agreement which will define the manner of payment for these works and other conditions if they are not provided for in this Agreement.

Izvođač je dužan da po pismenom nalogu Naručioca izvede naknadne radove. Naknadni radovi su oni radovi koji nisu nužni za ispunjenje Ugovora, a Naručilac zahteva da se izvedu. Naknadne radove može definisati isključivo Naručilac pismenim putem. Naručilac će prethodno odobriti ponudu Izvođača za naknadne radove i potvrditi aneksom Ugovora koji će definisati i način plaćanja tih radova i druge uslove ukoliko nisu predviđeni ovim Ugovorom.

CALCULATION OF WORKS:
OBRAČUN RADOVA:

Article 4.
Član 4.

The calculation of the performed works will be performed on the basis of temporary and completed interim payment certificate according to the actually performed works and the quantities recognized in the construction book. Situations must contain evidence of work performed - sheets of the construction book with the quantities of work performed, certified by the Client and the Supervisor.

Obračun izvedenih radova vršiće se na osnovu privremenih i okončane situacije prema stvarno izvedenim radovima i količinama priznatim u građevinskoj knjizi. Situacije obavezno sadrže dokaze o izvršenim radovima – listove građevinske knjige sa o količininama izvršenih radova, overene od strane Naručioca i Nadzornog organa.

The contractor is obliged to submit the construction book for the current month no later than every 25th of the month. The Supervisor determined by the Client will inspect the books within 7 working days and certify the undisputed quantities on the basis of which the Contractor will create a temporary Interim Payment Certificate.

Izvođač je dužan da najkasnije svakog 25.u mesecu preda građevinsku knjigu za tekući mesec. Stručni nadzor kojeg odredi Naručilac će u roku od 7 radnih dana pregledati knjige i overiti nesporne količine na osnovu kojih će Izvođač sačiniti privremenu situaciju.

The Contractor shall issue monthly temporary Interim Payment Certificates in 6 (six) original and identical copies in the form approved by the Client.

Mesečne privremene situacije Izvođač će ispostaviti u 6 (šest) originalnih i istovetnih primeraka u formi koju odobri Naručilac.

The Contractor will issue the Final Interim Payment Certificate after:
Okončanu situaciju Izvođač radova će ispostaviti nakon:

- completion of all contracted works,
- *završetka svih ugovorenih radova,*
- by signing the Minutes on the handover of works by both contracting parties without any objections, stating the quantity and quality of the performed works.

- *potpisivanjem Zapisnika o primopredaji radova obe ugovorne strane bez primedbi, kojim se konstatuje kvantitet i kvalitet izvedenih radova*

The Contractor shall submit the Final Interim Payment Certificate, done in all respects according to the Final Settlement, and upon completion of the works in 6 (six) original and identical copies to the Supervisor.

Okončanu situaciju, urađenu u svemu prema Konačnom obračunu, a po završetku radova, Izvođač će dostaviti u 6 (šest)) originalnih i istovetnih primeraka Nadzornom organu.

Within 7 (seven) days from the day of receipt of the completed situation, the Supervisor will inspect, possibly correct and harmonize with the Contractor and certify it and return 3 (three) certified copies to the Contractor.

U roku od 7 (sedam) dana od dana prijema okončane situacije, Nadzorni organ će izvršiti pregled, eventualnu korekciju i usaglašavanje sa Izvođačem i overu iste i 3 (tri) overena primerka vratiti Izvođaču.

In accordance with the valid legal regulations, the date of issuance of the temporary and the final Interim Payment Certificate is both the date of turnover and the date of certification by the Supervisor.

U skladu sa važećom zakonskom regulativom datum izdavanja privremenih i okončane situacije je i datum prometa i datum overe Nadzornog organa.

METHOD OF PAYMENT
NAČIN PLAĆANJA:

Article 5.
Član 5.

The Client shall pay the agreed price of works referred to in Article 2 of the Agreement in dinars at the middle exchange rate of the NBS on the day of invoicing, according to the temporary and the Final Interim Payment, as follows:

Ugovorenu cenu radova iz člana 2. Ugovora Naručilac će platiti u dinarskoj protivvrednosti po srednjem kursu NBS na dan fakturisanja, prema privremenim i okončanoj situaciji i to na sledeći način:

- for temporary Interim Payment Certificates within 15 (fifteen) working days from the day of certification by the Supervisor;
- *po privremenim situacijama u roku od 15 (petnaest) radnih dana od dana overe Nadzornog organa;*
- The Final Interim Payment Certificate within 15 (fifteen) working days from the date of certification by the Supervisor.
- *okončanoj situaciji u roku od 15 (petnaest) radnih dana od dana overe Nadzornog organa.*

SECURITY:
SREDSTVA OBEZBEĐENJA:

Article 6.
Član 6.

The Contractor undertakes to immediately after signing this Agreement to the Client:
Izvođač se obavezuje da odmah po potpisivanju ovog ugovora Naručiocu preda:

- as a guarantee for good performance of works 1 blank solo bill of exchange, registered with the National Bank of Serbia. The bill of exchange must be certified by the Contractor's representative and stamped, accompanied by a decision on the registration of the bill of exchange, a bill of exchange authorization and a copy of the card of deposited signatures issued by the Contractor's commercial bank. The bill of exchange can be filled in up to a

maximum value of 10% of the value of the works under the contract and has a validity period until the signing of the minutes on the handover of works.

- *kao garanciju za dobro izvršenje posla 1 blanko solo menicu, registrovanu kod Narodne Banke Srbije. Menica mora biti overena od strane zastupnika Izvođača i pečatirana, a uz istu se dostavlja rešenje o registraciji menice, menično ovlašćenje i kopija kartona deponovanih potpisa izdatog od poslovne banke Izvođača. Menica se može popuniti do maksimalne vrednosti 10% vrednosti radova po ugovoru i ima rok trajanja sve do potpisivanja zapisnika o primopredaji radova.*

- As a guarantee for elimination of defects in the warranty period, 1 blank bill of exchange registered with the National Bank of Serbia. The bill of exchange must be certified by the Contractor's representative and stamped, accompanied by a decision on the registration of the bill of exchange, a bill of exchange authorization and a copy of the card of deposited signatures issued by the Contractor's commercial bank. The bill of exchange can be filled in up to a maximum value of 5% of the value of the works under the contract and has a shelf life of 30 days longer than the deadline for elimination of defects in the warranty period.
- *Kao garanciju za otklanjanje nedostataka u garantnom periodu, 1 blanko menicu registrovanu kod Narodne Banke Srbije. Menica mora biti overena od strane zastupnika Izvođača i pečatirana, a uz istu se dostavlja rešenje o registraciji menice, menično ovlašćenje i kopija kartona deponovanih potpisa izdatog od poslovne banke Izvođača. Menica se može popuniti do maksimalne vrednosti 5% vrednosti radova po ugovoru i ima rok trajanja 30 dana duži od krajnjeg rok za otklanjanje nedostataka u garantnom periodu.*

When signing the contract, the Client is obliged to hand over to the Contractor:
Naručilac radova je obavezan da prilikom potpisivanja ugovora Izvođaču radova preda:

- As a guarantee of payment, 1 blank solo bill of exchange, registered with the National Bank of Serbia. The bill of exchange must be certified by the Client's representative and stamped, accompanied by a decision on the registration of the bill of exchange, a bill of exchange authorization and a copy of the card of deposited signatures issued by the Client's commercial bank. The bill of exchange may be filled in up to the maximum value of the due and uncollected amount of works under the contract and has a validity period until the final settlement of all claims of the Contractor against the Client.
- *Kao garanciju plaćanja, 1 blanko solo menicu, registrovanu kod Narodne banke Srbije. Menica mora biti overena od strane zastupnika Naručioca i pečatirana, a uz istu se dostavlja rešenje o registraciji menice, menično ovlašćenje i kopija kartona deponovanih potpisa izdatog od poslovne banke Naručioca. Menica se može popuniti do maksimalne vrednosti dospelog a nenaplaćenog iznosa radova po ugovoru i ima rok trajanja do konačnog namirenja svih potraživanja Izvođača prema Naručiocu.*

CONSTRUCTION DEADLINE
ROK GRAĐENJA:

Article 7.
Član 7.

The Contractor undertakes to start the contracted works within the period stipulated by the jointly determined time schedule for the works execution and after the commissioning by the Client and to complete them within the period according to the harmonized time schedule for the works execution.

Izvođač radova se obavezuje da ugovorene radove otpočne u roku predviđenom po zajednički utvrđenom dinamičkom planu po izvođenja radova i nakon uvođenja u posao od strane Naručioca i završi u roku prema usklađenom dinamičkom planu izvođenja radova.

The Contractor shall, upon the written invitation of the Client, approach the construction site within 7 working days and start the subject works.

Izvođač će po pisanom pozivu Naručioca pristupiti gradilištu u roku od 7 radnih dana i otpočeti predmetne radove.

The agreed deadline for the works execution does not include the assembly and disassembly of the Contractor's machinery and equipment.

U ugovoreni rok za izvođenje radova ne ulaze montaža i demontaža mašine i opreme Izvođača.

Article 8.
Član 8.

The contractor has the right to extend the deadline for completion of works if it works within the stipulated time was prevented from extraordinary events that are subsumed under the effect of force majeure, which could not be foreseen at the time of conclusion of the contract.

Izvođač ima pravo na produženje roka završetka radova ako je u izvođenju radova u predviđenom roku bio sprečen vanrednim događajima koji se podvode pod dejstvo više sile, a koji se nisu mogli predvideti u vreme zaključenja ovog ugovora.

Extraordinary events in the sense of the previous paragraph are considered exclusively:
Vanrednim događajima u smislu prethodnog stava se smatraju isključivo:

- natural events (flood, fire, earthquake, extremely bad weather which, in the opinion of the Client, is unusual for the season and the place where the works are performed, etc.);
- *prirodni događaji (poplava, požar, zemljotres, izuzetno loše vreme koje je po oceni Naručioca neuobičajeno za godišnje doba i za mesto na kome se izvode radovi i sl.);*

- measures determined by executive and final acts of the competent state bodies;
- *mere utvrđene izvršnim i konačnim aktima nadležnih državnih organa;*

- wars, imposition of war or state of emergency, civil protests and riots, if they affect the possibility of performing works
- *ratovi, uvođenje ratnog ili vanrednog stanja, građanski protesti i nemiri, ukoliko utiču na mogućnost izvođenja radova;*

- termination of works by the Client or the Investor without the fault of the Contractor;
- *prekid radova od strane Naručioca ili Investitora bez krivice Izvođača.*

Any suspension of the Contractor's staff (strike), or any sanctions in any form, shall not be considered an extraordinary event under this contract.

Vanrednim događajem po ovom ugovoru ne smatra se bilo kakva obustava rada osoblja Izvođača (štrajk), niti eventualne sankcije u bilo kom obliku.

Occurrence, duration and termination of circumstances due to which the agreed deadline may be extended shall be entered in the construction log immediately after its occurrence, and within 3 days submit to the Client a request for extension of the deadline for works completion in writing. The agreed deadline will be extended when the contracting parties sign an annex to the basic contract.

Nastupanje, trajanje i prestanak okolnosti zbog kojih se ugovoreni rok može produžiti upisuje se u građevinski dnevnik odmah po nastanku iste, i u roku od 3 dana dostavlja Naručiocu zahtev za produženje roka za završetak radova u pisanoj formi. Ugovoreni rok će biti produžen kada ugovorne strane o tome potpišu aneks osnovnog ugovora.

CONTRACTUAL PENALTIES:
UGOVORNA KAZNA (PENALI):

Article 9.
Član 9.

If the Contractor does not perform the contracted works within the contracted period referred to in Article 7 of this Agreement, he is obliged to pay the Client 0.5% of the contracted price for each day of exceeding the contracted period. The total value of the agreed penalty may not exceed 5% of the total value of the works.

Ukoliko Izvođač ne izvrši ugovorene radove u ugovorenom roku iz Člana 7. ovog Ugovora, dužan je da plati Naručiocu na ime ugovorene kazne 0,5% od ugovorene cene za svaki dan prekoračenja ugovorenog roka. Ukupna vrednost ugovorene kazne ne može preći iznos od 5% ukupne vrednosti radova.

The amount to be paid per Interim Payment Certificate will be reduced by the possible amount of penalties.

Za eventualni novčani iznos obračunatih penala umanjiće se iznos za isplatu po situaciji.

Payment of the contractual penalty does not release the Contractor from the obligation to complete the Works, compensate the damage to the Client, or any other duties, obligations or responsibilities that he has under this Contract and the Law.

Plaćanje ugovorne kazne ne oslobađa Izvođača od obaveze da završi Radove, nadoknadi štetu Naručiocu, niti bilo kojih drugih dužnosti, obaveza ili odgovornosti koje ima po ovom Ugovoru i Zakonu.

If the Client does not fulfill all its contractual obligations and thus causes delays in the work of the Contractor in any way, it is obliged to pay the Contractor a penalty for delay for each day 0.5% of the contracted price of works up to a maximum of 5%.

Ukoliko Naručilac ne izvrši sve svoje ugovorene obaveze i time uzrokuje kašnjenje u radu Izvođača na bilo koji način, dužan je da plati Izvođaču na ime penala za kašnjenje za svaki dan 0,5% ugovorene cene radova do maksimalnih 5%.

The Contractor will invoice all penalties for delay to the Client upon completion of the works.

Izvođač će po završetku radova Naručiocu fakturisati sve penale za kašnjenje.

OBLIGATIONS OF THE CONTRACTOR:
OBAVEZE IZVOĐAČA:

Article 10.
Član 10.

The Contractor is obliged to appoint a responsible contractor and a responsible person for the application of safety and health measures at work by a special decision and to inform the Client no later than the beginning of the works.

Izvođač se obavezuje da posebnim rešenjem odredi odgovornog izvođača radova i odgovorno lice za primenu mera bezbednosti i zdravlja na radu i obavesti Naručioca najkasnije do početka radova.

The Contractor undertakes to keep the following documentation at his own expense: construction log and construction book with evidence.

Izvođač se obavezuje da o svom trošku vodi sledeću dokumentaciju: građevinski dnevnik i građevinsku knjigu sa dokaznicama.

The Contractor undertakes to perform the works in coordination with the Client as well as with other Contractors hired by the Client on the construction site.

Izvođač se obavezuje da radove izvodi u koordinaciji sa Naručiocem kao i sa drugim Izvođačima koje je Naručilac angažovao na gradilištu.

The Contractor is obliged to act in accordance with the orders of the Client, if they are in accordance with the provisions of this Agreement.

Izvođač je u obavezi da postupa u skladu sa nalozima Naručioca, ukoliko su isti u skladu sa odredbama ovog Ugovora.

Article 11.
Član 11.

The Contractor undertakes to perform the entrusted works within the agreed time, under the condition of timely introduction into the work, professionally and conscientiously in everything according to the accepted Offer, technical documentation and rules of the profession valid for that type of works.

Izvođač se obavezuje da pod uslovom blagovremenog uvođenja u posao poverene radove izvede u ugovorenom roku, stručno i savesno u svemu prema usvojenoj Ponudi, tehničkoj dokumentaciji i pravilima struke važećim za tu vrstu radova.

Article 12.
Član 12.

The Contractor is obliged to take all measures of safety and health at work of its employees, as well as all other measures to ensure the safety of third parties, fire protection measures, and in accordance with the Law on Safety and Health at Work, regulations adopted pursuant to the Law, Cooperation Agreement in the application of prescribed measures for safety and health of employees and the Study on the arrangement of the construction site.

Izvođač je dužan da preduzme sve mere bezbednosti i zdravlja na radu svojih radnika, kao i sve druge mere za obezbeđenje sigurnosti trećih lica, mere protivpožarne zaštite, a u svemu prema Zakonu o bezbednosti i zdravlju na radu, propisima donetim na osnovu Zakona, Sporazumu o saradnji u primeni propisanih mera za bezbednost i zdravlje zaposlenih i Elaboratu o uređenju gradilišta.

The Contractor is obliged to apply the regulations and take environmental protection measures as well as waste management measures, all in accordance with the Law on Environmental Protection ("Official Gazette of RS", No. 135/2004, 36/2009, 36/2009 - other law, 72/2009 - other law, 43/2011 - decision US, 14/2016, 76/2018, 95/2018 - other law I 95/2018 - other law).

Izvođač je dužan da primenjuje propise i preduzime mere zaštite životne sredine kao i mere upravljanja otpadom, a sve u skladu sa Zakonom o zaštiti životne sredine ("Sl. Glasnik RS", br. 135/2004, 36/2009, 36/2009 – dr. zakon, 72/2009 – dr. zakon, 43/2011 – odluka US, 14/2016, 76/2018, 95/2018 – dr. zakon I 95/2018 – dr. zakon).

The Contractor must inform all his workers and subcontractors about the dangers, risks and obligatory use of the prescribed protective equipment before the start of individual works.

O opasnosti, rizicima i obaveznoj upotrebi propisanih zaštitinih sredstava Izvođač mora upoznati sve svoje radnike i podradnike pre nastupa pojedinačnih radova.

The contractor must provide the following documentation for all his workers on the construction site:

Izvođač radova mora za sve svoje radnike na gradilištu obezbediti sledeću dokumentaciju:

- proof of training in the field of health and safety,
- *dokaz o obučenosti iz područja zaštite na radu,*

- valid medical certificate for works on the construction site,
- *važeće lekarsko uverenje za radove na gradilištu,*

- proof of expertise,
- *dokaz o stručnosti,*

- reversals of indebtedness with personal protective equipment,
- *reverse o zaduženju sa ličnim zaštitnim sredstvima,*

- employment certificates,

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PRAVNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD

- *potvrde o radnom odnosu,*

- a valid work permit for foreigners
- *za strance važeću dozvolu za rad,*

- other documentation in accordance with the regulations in this area.
- *drugu dokumentaciju u skladu sa propisima iz ove oblasti.*

During the performance of the Contract Works, the Contractor shall directly manage its employees on the construction site.

Tokom izvođenja Ugovornih radova Izvođač će neposredno rukovoditi svojim zaposlenim na gradilištu.

Article 13.
Član 13.

The Contractor is obliged to:
Izvođač je dužan:

- to enable the Supervisor to control the quality of works;
- da omogući Nadzornom organu da kontroliše kvalitet radova;

- to request in writing for his subcontractor, before introducing the same in the work, the written consent of the Client;
- *da pisanim putem za svog podizvođača, pre uvođenja istog u posao, zatraži pisanu saglasnost Naručioca;*

- to be responsible for the work of his subcontractor as if he had performed it himself;
- *da za radove svog podizvođača odgovara kao da ih je sam izveo;*

- to perform all necessary external and internal transport of machines and accompanying equipment, to store materials and equipment necessary for the works execution,
- *da obavi sav potreban spoljni i unutrašnji transport mašina i prateće opreme, izvrši skladištenje materijala i opreme potrebne za izvođenje radova,*

- to inform the Client about the existence of the need to perform subsequent and unforeseen works in relation to the contracted quantities of works;
- *da obavesti Naručioca o postojanju potrebe za izvođenjem naknadnih i nepredviđenih radova u odnosu na ugovorene količine radova;*

- to clean the working space he uses on a daily basis and to remove all his tools, equipment and mechanization after the completion of works; the Contractor is obliged to remove all possible waste material produced by his work from the construction site. If the Contractor does not fulfill these obligations, the Client will organize the execution of this work through other contractors and collect the costs from the Contractor through the invoice for the performed services.
- *da svakodnevno čisti radni prostor koji koristi i po završetku radova ukloni sav svoj alat, opremu i mehanizaciju; sav eventualni otpadni materijal koji proizvede svojim radom Izvođač je dužan ukloniti sa gradilišta. Ukoliko Izvođač ne izvršava ove obaveze Naručilac će organizovati izvršenje ovog posla preko drugih izvođača i putem računa za izvršene usluge ove troškove naplatiti od Izvođača.*

- to eliminate all possible deficiencies according to the instructions in the Handover Minutes as soon as possible, without delay. If the Contractor does not follow the instructions, the Client has the right to hire and pay another Contractor to perform these works at his expense, with prior notice and written consent of the Contractor,

- *da sve eventualne nedostatke po instrukcijama u Zapisniku o primopredaji otkloni u najkraćem mogućem roku, bez odlaganja. Ako Izvođač ne postupi prema instrukcijama, Naručilac ima pravo da angažuje i plati drugom Izvođaču da izvrši te radove na njegov teret, uz prethodno obaveštenje i pisanu saglasnost Izvođača,*

- to provide insurance for employees and machinery.
- da *obezbedi osiguranje zaposlenih i mehanizacije.*

OBLIGATIONS OF THE CLIENT:
OBAVEZE NARUČIOCA:

Article 14.
Član 14.

The client is obliges to:
Naručilac se obavezuje da:

- appoint its Responsible Contractor by a decision and deliver one copy of the decision to the Contractor in a timely manner,
- *rešenjem odredi svog Odgovornog Izvođača i jedan primerak rešenja blagovremeno dostavi Izvođaču radova,*

- provide a building permit and all necessary other permits for the works execution.
- *obezbedi građevisnku dozvolu i sve potrebne druge dozvole za izvođenje radova,*

- Introduce the Contractor to the job
- *Izvođača uvede u posao,*

- submit the necessary technical documentation,
- *dostavi potrebnu tehničku dokumentaciju,*

- remove from the place of work all underground and aboveground obstacles (facilities, installations - circuits, water, sewerage, PTT, old foundations, etc.)
- *izvrši uklanjanje sa mesta rada svih podzemnih i nadzemnih prepreka (objekti, instalacije-strujna kola, voda, kanalizacija, PTT, stari temelji i dr)*

- forms a working platform from which piles are made. The working platform needs to be flat and built of filled, draining material (crushed stone or similar) compacted in a layer of at least 30 cm with a required load capacity of 35 MPa, in order to enable the movement of the pile machine and other necessary machinery and concrete mixers to each pile.
- *formira radni plato sa kojeg se izvode šipovi. Radni plato je potrebno da bude ravan i izgrađen od nasutog, ocednog materijala (tucanika ili sl.) zbijenog u sloju od min 30cm potrebne nosivosti 35Mpa, radi omogućavanja kretanja mašine za izvođenje šipova i ostale potrebne mehanizacije i miksera sa betonom do svakog šipa,*

- Provide the Contractor with access roads, access ramps for entry and exit from the construction site, as well as unobstructed access to each pile,
- *Izvođaču obezbedi pristupne puteve, prilazne rampe za ulazak i izlazak sa gradilišta, kao i nesmetan prilaz svakom šipu,*

- Provide the contractor with construction connections for electricity (30 kW), water and mobile toilets,
- *Izvođaču obezbedi gradilišne priključke za struju (30 kW), vodu i mobilne toalete,*

- Provide technical water in the immediate vicinity of the workplace
- *Obezbedi tehničku vodu u neposrednoj blizini mesta rada,*

- Provide the contractor with conditions for uninterrupted execution of works,

ORW GRADNJA BEOGRAD-NOVI SAD
PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD

- *Izvođaču obezbedi uslove za nesmetano izvođenje radova,*

- Provide a security service while no work is being carried out. Any damage or theft in that period will be borne by the Client and will be additionally invoiced;
- *Obezbedi čuvarsku službu za vreme dok se ne izvode radovi. Svaka šteta ili krađa u tom periodu padaju na teret Naručioca radova i biće dodatno fakturisani;*

- Regularly settles obligations to the Contractor for the executed works on the basis of temporary and the final Interim Payment Certificates;
- *Redovno izmiruje obaveze prema Izvođaču za izvedene radove na osnovu privremenih i okončane situacije.*

OTHER OBLIGATIONS OF THE CLIENT:
OSTALE OBAVEZE NARUČIOCA:

Article 15.
Član 15.

The Client is obliged to:
Naručilac je dužan da:

- perform timely geodetic marking of each pile
- *izvrši blagovremeno geodetsko obeležavanje svakog šipa,*

- performs timely procurement and delivery of concrete MB 30 f-co pile,
- *vrši blagovremenu nabavku i dopremu betona MB 30 f-co šip,*

- performs timely procurement and delivery of reinforcement cages in full f-co pile. Prior to the contracting of the production of reinforcement cages, the written consent of the Contractor is required.
- *vrši blagovremenu nabavku i dopremu armaturnih koševa u celosti f-co šip. Pre samog ugovaranja izrade armaturnih koševa, potrebna je pisana saglasnost Izvođača.*

- Timely loading and removal of soil from bores, as well as to remove soil during drilling in order to achieve continuity in the operation of the machine.
- *Blagovremeno utovara i odvozi zemlju iz bušotina, kao i da uklanja zemlju za vreme samog bušenja radi ostvarivanja kontinuiteta u radu mašine.*

- Ensure the constant presence of an excavator during the construction of piles.
- *Obezbedi konstantno prisustvo bagera za vreme izrade šipova.*

WARRANTY PERIOD
GARANTNI ROK:

Article 16.
Član 16.

The Contractor guarantees that all works will be performed professionally and that all materials will strictly comply with the terms of the Agreemenr, and will be free of defects and hidden defects.

Izvođač garantuje da će svi radovi biti izvedeni profesionalno i da će svi materijali odgovarati striktno uslovima Ugovora, te biti bez nedostataka i skrivenih mana.

For the performed works, the Contractor gives a guarantee for a period of 1 year from the date of signing the Minutes on handover of works between the Client and the Contractor.

Za izvedene radove Izvođač daje garanciju na period od 1 godine od datuma potpisivanja Zapisnika o primopredaji radova između Naručioca i Izvođača radova.

The Contractor is obliged to repair, eliminate all defects and damages that occurred as a result of defects in the work performed free of charge during the warranty period.

Izvođač je obavezan da u toku trajanja garantnog roka besplatno popravi, otkloni sve nedostatke i štete koje su nastale kao posledica nedostataka izvedenih radova.

The Contractor undertakes to respond to the call of the Client or the user of the facility as soon as possible, but not longer than 10 working days and to eliminate the reported deficiencies as soon as technologically possible, which will be determined in writing. Otherwise, the Contractor agrees that the Client eliminates such deficiencies through another Contractor at his expense.

Izvođač se obavezuje da se odazove na poziv Naručioca ili korisnika objekta u najskorijem roku, ali ne duže od 10 radnih dana i da prijavljene nedostatke otkloni u najkraćem tehnološki mogućem roku koji će zajednički utvrditi pisanim putem. U protivnom, Izvođač je saglasan da Naručilac takve nedostatke otkloni posredstvom drugog Izvođača na njegov teret.

CONTRACT TERMINATION
RASKID UGOVORA

Article 17.
Član 17.

The contract may be terminated by a written statement which is delivered to the other contracting party with a notice period of 15 days from the date of delivery of the statement. The statement must contain the grounds for termination of the contract.

Ugovor se može raskinuti pisanom izjavom koja se dostavlja drugoj ugovornoj strani sa otkaznim rokom od 15 dana od dana dostavljanja izjave. Izjava mora da sadrži osnov za raskid ugovora.

All damage resulting from the termination of the Contract shall be borne by the Contracting Party which, by its actions or reasons, led to the termination of the Contract.

Svu štetu koja nastane raskidom ugovora snosi ona ugovorna strana koja je svojim postupcima ili razlozima dovela do raskida Ugovora.

In case of termination of the Contract, the Contractor is obliged to secure the performed works from failure, as well as to hand over to the Client a cross-section of the performed works by the day of termination of the Contract. Based on the cross-section of the performed works, agreed by the Client and the Contractor, an agreement on mutual claims will be made.

U slučaju raskida Ugovora, Izvođač radova je dužan da izvedene radove obezbedi od propadanja, kao i da Naručiocu preda presek izvedenih radova do dana raskida Ugovora. Na osnovu preseka izvedenih radova, usaglašenog od strane Naručioca i Izvođača radova, sačiniće se sporazum o međusobnim potraživanjima.

PERSONAL DATA PROTECTION
ZAŠTITA PODATAKA O LIČNOSTI:

Article 18.
Član 18.

The Contractor authorizes the Client to process personal data, which the Contractor submits to him, when it is necessary for the execution and realization of this contract. The Contractor hereby confirms that he has obtained from natural persons all consents necessary for the collection and processing of their personal data, ie that he has another valid legal basis for the collection and processing of such data.

Izvođač ovlašćuje Naručioca da obrađuje podatke o ličnosti, koje mu Izvođač dostavi, kada je to potrebno za izvršenje i realizaciju ovog ugovora. Izvođač ovim potvrđuje da je od fizičkih lica pribavio sve saglasnosti potrebne za prikupljanje i obradu njihovih podataka o ličnosti, odnosno da ima drugi važeći pravni osnov za prikupljanje i obradu takvih podataka.

The Contractor and the Client undertake to comply with all obligations prescribed by the Law on Personal Data Protection and other relevant regulations, which relate to the processing of personal data, including applicable technical and organizational protection measures.

Izvođač i Naručilac se obavezuju da će poštovati sve obaveze propisane Zakonom o zaštiti podataka o ličnosti i drugim relevantnim propisima, koje se odnose na obradu podataka o ličnosti, uključujući i primenljive tehničke i organizacione mere zaštite.

DISPUTE RESOLUTION:
REŠAVANJE SPOROVA:

Article 19.
Član 19.

The contracting parties shall resolve any disputes under this Agreement by mutual agreement, otherwise the competent court in Belgrade shall resolve them.

Ugovorne strane će eventualne sporove po ovom Ugovoru rešavati sporazumno, a u suprotnom rešava nadležni sud u Beogradu.

FINAL REGULATIONS:
ZAVRŠNE ODREDBE:

Article 20.
Član 20.

For everything not provided for in this Agreement, the provisions of the Law on Planning and Construction and other positive legal regulations shall apply.

Za sve što nije predviđeno ovim Ugovorom, primenjivaće se odredbe Zakona o planiranju i izgradnji i drugi pozitivno pravni propisi.

Article 21.
Član 21.

The contract enters into force on the day of signing by the authorized persons of the contracting parties.

Ugovor stupa na snagu danom potpisivanja od strane ovlašćenih lica ugovornih strana i sačinjen je na

The contract is written in English and Serbian. In the event of any inconsistency between the versions of the Agreement, the English version shall prevail.

Ugovor je pisan na engleskom i srpskom jeziku. U slučaju neuslagašenosti između verzija Ugovora, engleska verzija će imati prednost.

Article 22.
Član 22.

This Agreement is made in 4 (four) identical copies, 2 (two) for each contracting party.

Ovaj Ugovor je sačinjen u 4 (četiri) istovetna primerka, po 2 (dva) za svaku ugovornu stranu.

Attachments:
Prilozi:

- Attachment no. 1 - Contractor's offer no. 201/21 dated 18 August 2021
- *Prilog br. 1 – Ponuda Izvođača br. 201/21 od 18.08.2021.godine;*

THE CLIENT
NARUČILAC

OBW GRADNJA DOO BEOGRAD

Hu Jiaming, Director

THE CONTRACTOR
IZVOĐAČ

PRIVREDNO DRUŠTVO ZA PROMET, GRAĐEVINARSTVO I INŽENJERING LHR DOO BEOGRAD

Zora Jojić, Director

PREDMER I PREDRAČUN RADOVA
ZA IZRADU BUŠENIH ŠIPOVA Ø900mm
Pruga Novi Sad - Subotica - Državna granica (Kelebija)
КИСАЧКА УЛИЦА на km 76+601.02

BILL OF QUANTITIES
FOR MAKING BORED PILES Ø900mm
Railway Novi Sad - Subotica - State border (Kelebija)
KISACKA STREET at km 76+601.02

Red.br. Item No	Opis radova	Description	Jedinica Unit	Količina Quantity	Jed. cena Unit price	UKUPNA CENA TOTAL PRICE
I	**PRIPREMNI RADOVI**	**PREPARATION WORKS:**				
1	**Transport** mašine i opreme za izradu šipova sa svim pomoćnim alatom , opremom i rezervnim delovima od stacionara Izvodjača do gradilista i nazad.	Transport of machines and equipment for making piles including all extra tools, equipment and spare parts from Contractor`s base to the site and back.	kom. Pcs	1	3.600,00 €	3.600,00 €
2	Priprema radnog platoa	Preparation of working platform				Radi Naručilac duty of the Employer
3	Obeležavanje šipova	Marking of piles	kom. pcs	3		Radi Naručilac duty of the Employer
	UKUPNO PRIPREMNI RADOVI:	**TOTAL PREPARATION WORKS:**				**3.600,00 €**
II	**ZEMLJANI RADOVI:**	**EARTH WORKS**				
4	**Bušenje CFA šipova Ø900mm** Obračun se vrši po m' bušenja računajući od kote terena.	Boring for CFApiles Ø900mm Calculation is per m' of driling calculating from the level of terrain.	m'	63,00	69,10 €	4.353,30 €
5	Utovar i odvoz zemlje iz bušotina, kao i njeno uklanjanje za vreme bušenja radi ostvarivanja kontinuiteta u radu mašine (konstantno dežurstvo bagera uz mašinu)	Loading and removal of earth from boreholes, as well as its removal during drilling in order to ensure continuity for machine operating (constant on-call duty of excavator next to the machine)	m^3	52,08		Radi Naručilac duty of the Employer
	UKUPNO ZEMLJANI RADOVI:	**TOTAL EARTH WORKS:**				**4.353,30 €**
III	**BETONSKI RADOVI:**	**CONCRETE WORKS**				
6	**Ugradnja betona u šipove Ø900mm** Obračun se vrši po m^3 ugradjenog betona. Rastur betona 30%	Installation of concrete in bored piles Ø900mm. Calculation is per m^3 of embeded concrete. Overconsumption 30%	m^3	81,17	5,00 €	405,83 €
7	**Nabavka** betona C 30/37 za šipove f-co šip.	**Supplying** of concrete C30/37 for piles franco pile.	m^3	81,17		Radi Naručilac duty of the Employer
	UKUPNO BETONSKI RADOVI:	**TOTAL CONCRETE WORKS:**				**405,83 €**

IV	**ARMIRAČKI RADOVI:**	**REINFORCEMENT WORKS**				
8	Ugradnja armaturnih koševa u šipove Ø900mm. Obračun se vrši po kg ugradjene armature.	Installation of rebar cages in piles Ø900mm. Calculation per kg of installed reinforcement.	kg	12.174,9	0,05 €	608,75 €
9	Nabavka armaturnih koševa i dopremanje f-co šip.	Supplying of rebar cages and delivery franco pile.	kg	12.174,9		Radi Naručilac duty of the Employer
	UKUPNO ARMIRAČKI RADOVI:	**TOTAL REINFORCEMENT WORKS:**				**608,75 €**
V	**OSTALI RADOVI:**	**OTHER WORKS**				
10	Krajcovanje šipova u visini od min 100cm Obračun po komadu	Chiseling ("cropping") of pile tops in the height of min 100cm Calculation is per pcs of piles	kom. Pcs	3,00	150,00 €	450,00 €
11	Probno opterećenje šipova, ispitivanje nosivosti šipa.статичком методом. Plaća se paušalno po kom. Šipa/lump sum.	Carry out trial loading of piles to test pile capacity Lump sum payment.	kom. Pcs	1,00	21.900,00 €	21.900,00 €
	UKUPNO OSTALI RADOVI:	**TOTAL OTHER WORKS:**				**22.350,00 €**

REKAPITULACIJA: **RECAPITULATION:**

I	**PRIPREMNI RADOVI**	**PREPARATION WORKS:**		3.600,00 €
II	**ZEMLJANI RADOVI:**	**EARTH WORKS**		4.353,30 €
III	**BETONSKI RADOVI:**	**CONCRETE WORKS**		405,83 €
IV	**ARMIRAČKI RADOVI:**	**REINFORCEMENT WORKS**		608,75 €
V	**OSTALI RADOVI:**	**OTHER WORKS**		22.350,00 €
			TOTAL:	**31.317,88 €**

PREDMER I PREDRAČUN RADOVA
ZA IZRADU BUŠENIH ŠIPOVA Ø900mm
Pruga Novi Sad - Subotica - Državna granica (Kelebija)
КИСАЧКА УЛИЦА на km 76+601.02

BILL OF QUANTITIES
FOR MAKING BORED PILES Ø900mm
Railway Novi Sad - Subotica - State border (Kelebija)
KISACKA STREET at km 76+601.02

Red.br. Item No	Opis radova	Description	Jedinica Unit	Količina Quantity	Jed. cena Unit price	UKUPNA CENA TOTAL PRICE
I	**PRIPREMNI RADOVI**	**PREPARATION WORKS:**				
1	**Transport** mašine i opreme za izradu šipova sa svim pomoćnim alatom , opremom i rezervnim delovima od stacionara Izvodjača do gradilista i nazad.	Transport of machines and equipment for making piles including all extra tools, equipment and spare parts from Contractor`s base to the site and back.	kom. Pcs	1	0,00 €	0,00 €
2	Priprema radnog platoa	Preparation of working platform				Radi Naručilac duty of the Employer
3	Obeležavanje šipova	Marking of piles	kom. pcs	48		Radi Naručilac duty of the Employer
	UKUPNO PRIPREMNI RADOVI:	**TOTAL PREPARATION WORKS:**				**0,00 €**
II	**ZEMLJANI RADOVI:**	**EARTH WORKS**				
4	**Bušenje CFA šipova Ø900mm** Obračun se vrši po m' bušenja računajući od kote terena.	Boring for CFApiles Ø900mm Calculation is per m' of driling calculating from the level of terrain.	m'	882,00	69,10 €	60.946,20 €
5	Utovar i odvoz zemlje iz bušotina, kao i njeno uklanjanje za vreme bušenja radi ostvarivanja kontinuiteta u radu mašine (konstantno dežurstvo bagera uz mašinu)	Loading and removal of earth from boreholes, as well as its removal during drilling in order to ensure continuity for machine operating (constant on-call duty of excavator next to the machine)	m^3	729,07		Radi Naručilac duty of the Employer
	UKUPNO ZEMLJANI RADOVI:	**TOTAL EARTH WORKS:**				**60.946,20 €**
III	**BETONSKI RADOVI:**	**CONCRETE WORKS**				
6	**Ugradnja betona u šipove Ø900mm** Obračun se vrši po m^3 ugradjenog betona. Rastur betona 30%	Installation of concrete in bored piles Ø900mm. Calculation is per m^3 of embeded concrete. Overconsumption 30%	m^3	680,04	5,00 €	3.400,21 €
7	**Nabavka** betona C 30/37 za šipove f-co šip.	**Supplying** of concrete C30/37 for piles franco pile.	m^3	680,04		Radi Naručilac duty of the Employer
	UKUPNO BETONSKI RADOVI:	**TOTAL CONCRETE WORKS:**				**3.400,21 €**

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IV	**ARMIRAČKI RADOVI:**	**REINFORCEMENT WORKS**				
8	Ugradnja armaturnih koševa u šipove Ø900mm. Obračun se vrši po kg ugradjene armature.	Installation of rebar cages in piles Ø900mm. Calculation per kg of installed reinforcement.	kg	84.000,0	0,05 €	4.200,00 €
9	Nabavka armaturnih koševa i dopremanje f-co šip.	Supplying of rebar cages and delivery franco pile.	kg	84.000,0		Radi Naručilac duty of the Employer
	UKUPNO ARMIRAČKI RADOVI:	**TOTAL REINFORCEMENT WORKS:**				**4.200,00 €**
V	**OSTALI RADOVI:**	**OTHER WORKS**				
10	Krajcovanje šipova u visini od min 100cm Obračun po komadu	Chiseling ("cropping") of pile tops in the height of min 100cm Calculation is per pcs of piles	kom. Pcs	1,00		Radi Naručilac duty of the Employer
11	Probno opterećenje šipova, ispitivanje nosivosti šipova.. Plaća se paušalno po kom. Šipa/lump sum.	Carry out trial loading of piles to test pile capacity Lump sum payment.	kom. Pcs	1,00		
	UKUPNO OSTALI RADOVI:	**TOTAL OTHER WORKS:**				**0,00 €**

	REKAPITULACIJA:	**RECAPITULATION:**		
I	**PRIPREMNI RADOVI**	**PREPARATION WORKS:**		0,00 €
II	**ZEMLJANI RADOVI:**	**EARTH WORKS**		60.946,20 €
III	**BETONSKI RADOVI:**	**CONCRETE WORKS**		3.400,21 €
IV	**ARMIRAČKI RADOVI:**	**REINFORCEMENT WORKS**		4.200,00 €
V	**OSTALI RADOVI:**	**OTHER WORKS**		0,00 €
			TOTAL:	**68.546,41 €**

	REKAPITULACIJA:	**RECAPITULATION:**		
I	**Bušenje CFA šipova Ø900mm**	**Drilling CFA piles Ø900mm**		68.546,41 €
II	**Probno ispitivanje šipova**	**Trial assaying of piles**		31.317,88 €
			TOTAL:	**99.864,29 €**

OBW GRADNJA DOO BEOGRAD